UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION AT KNOXVILLE

A. DAVID LAWSON and CYNTHIA J. LAWSON,

Plaintiffs,

vs.

SPECIALIZED LOAN SERVICING LLC, DEUTSCHE BANK NATIONAL TRUST COMPANY, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SHAPIRO & INGLE LLP, TRULIA, INC. AND ZILLOW GROUP MORTGAGES, INC.,

Defendants.

No: 3:17-cv-00044 (PLR/CCS)

DEFENDANTS, TRULIA, LLC'S, AS SUCCESSOR BY CONVERSION TO TRULIA, INC., AND ZILLOW GROUP MORTGAGES, INC.'S ANSWER TO COMPLAINT, AFFIRMATIVE DEFENSES, AND RELIANCE ON JURY DEMAND

Defendants, Trulia, LLC, as successor by conversion to Trulia, Inc. ("Trulia"), and Zillow Group Mortgages, Inc. (collectively, "Zillow Defendants"), by and through the undersigned counsel, Frantz, McConnell & Seymour LLP, answer Plaintiffs' Complaint as follows:

1. Answering paragraph 1 of the Complaint, Zillow Defendants deny as untrue all allegations, express or implied, that Plaintiffs are entitled to relief against the Zillow Defendants. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegation in this paragraph regarding Plaintiffs' ownership of real property and residence in Knoxville, Tennessee. Zillow Defendants deny all remaining allegations in this paragraph that are inconsistent with the law as untrue.

Parties

2. Answering paragraph 2 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

3. Answering paragraph 3 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

4. Answering paragraph 4 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

5. Answering paragraph 5 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

6. Answering paragraph 6 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

7. Answering paragraph 7 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

8. Answering paragraph 8 of the Complaint, Zillow Defendants admit that Trulia, Inc. was a Delaware corporation headquartered at 535 Mission St., Suite 700, San Francisco, CA 94105. However, Trulia, LLC is the successor by conversion to Trulia, Inc. Trulia denies as untrue all allegations, express or implied, that Trulia did not obtain a required registration during relevant time periods. Given Plaintiffs' vague references, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

9. Answering paragraph 9 of the Complaint, Zillow Defendants admit that Zillow Group Mortgages, Inc. ("Zillow") is a Washington corporation headquartered in Seattle,

Washington and that its registered agent for service in Tennessee is the CT Corporation System, 800 S. Gay St., Ste. 2021, Knoxville, TN 37929-9710.

Illegal Foreclosure

10. Answering paragraph 10 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

11. Answering paragraph 11 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

12. Answering paragraph 12 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

13. Answering paragraph 13 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph.

14. Answering paragraph 14 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

15. Answering paragraph 15 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

16. Answering paragraph 16 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

17. Answering paragraph 17 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

18. Answering paragraph 18 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

19. Answering paragraph 19 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

20. Answering paragraph 20 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

21. Answering paragraph 21 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

22. Answering paragraph 22 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

23. Answering paragraph 23 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

24. Answering paragraph 24 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

25. Answering paragraph 25 of the Complaint, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

26. Answering paragraph 26 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

27. Answering paragraph 27 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

28. Answering paragraph 28 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

29. Answering paragraph 29 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or

servicing of Plaintiffs' loan.

30. Answering paragraph 30 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

31. Answering paragraph 31 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

32. Answering paragraph 32 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

Trulia's Slander of Title

33. Answering paragraph 33 of the Complaint, Zillow Defendants admit that Trulia's website, www.trulia.com, contains certain information regarding homes for sale. Zillow Defendants deny as untrue the allegation that Trulia is merely a "registered name" for Zillow.

Given Plaintiffs' vague references, Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

34. Answering paragraph 34 of the Complaint, Zillow Defendants deny as untrue any allegation that they acted willfully or maliciously with respect to any alleged conduct. Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. At this stage of their investigation, the Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including allegations regarding the authenticity of the referenced exhibit.

35. Answering paragraph 35 of the Complaint, Zillow Defendants deny as untrue any allegation that they acted willfully or maliciously with respect to any alleged conduct. Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty, and deny as untrue that any actions by the Zillow Defendants caused Plaintiffs' alleged damages. At this stage of their investigation, the Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.

36. Answering paragraph 36 of the Complaint, Zillow Defendants deny the allegations in this paragraph as untrue.

37. Answering paragraph 37 of the Complaint, Zillow Defendants deny as untrue any allegation that they acted willfully or maliciously with respect to any alleged conduct. Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty, and deny as untrue that any actions by the Zillow Defendants caused Plaintiffs' alleged damages. At this stage of their investigation, the Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations

in this paragraph.

38. Answering paragraph 38 of the Complaint, Zillow Defendants deny the allegations in this paragraph as untrue.

39. Answering paragraph 39 of the Complaint, Zillow Defendants deny the allegations in this paragraph as untrue.

40. Answering paragraph 40 of the Complaint, Zillow Defendants deny the allegations in this paragraph as untrue.

Summary

41. Answering paragraph 41 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

42. Answering paragraph 42 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

43. Answering paragraph 43 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the

remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

44. Answering paragraph 44 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

45. Answering paragraph 45 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any contract or duty. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants. Further responding, the Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan.

Demand

46. Answering paragraph 46 of the Complaint, Zillow Defendants expressly deny as untrue all allegations, express or implied, that they violated any law or breached any contract or duty. Zillow Defendants further deny as untrue that Plaintiffs are entitled to any relief, including but not limited to, the relief set forth in subparagraphs (a) through (j), against the Zillow Defendants. Zillow Defendants lack knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, including the allegations directed to the other defendants.

AFFIRMATIVE DEFENSES

1. Plaintiffs cannot establish the elements required to state a *prima facie* case against the Zillow Defendants for slander of title or violation of the Tennessee Consumer Protection Act ("TCPA").

2. The Zillow Defendants had no involvement in the origination or servicing of Plaintiffs' loan and are not otherwise subject to the Real Estate Settlement Procedures Act or the Fair Debt Collection Practices Act.

3. The Zillow Defendants at all times acted in good faith and without malice or intent.

4. The Zillow Defendants did not slander Plaintiffs' title.

5. Plaintiffs have suffered no pecuniary loss or, alternatively, any loss suffered is too speculative for recovery and not chargeable to the actions or omissions of the Zillow Defendants.

6. Plaintiffs' alleged damages were caused by Plaintiffs' own actions or omissions or by persons other than the Zillow Defendants.

7. The Zillow Defendants and/or their alleged conduct are exempt from the TCPA, including under T.C.A. 47-18-111.

8. The Zillow Defendants are not vicariously liable for the actions of one another or any third party.

9. Plaintiffs' claims may be unripe and/or moot.

10. Plaintiffs' claims are barred for failure to mitigate damages.

11. The terms of use for the Zillow Defendants' website may bar Plaintiffs' claims.

12. Plaintiffs' claims may be barred by applicable statute(s) of limitation.

13. The Zillow Defendants did not engage in an unfair or deceptive act or practice within the meaning of the TCPA.

14. To the extent Plaintiffs' claims sound in equity, the claims may be barred by the doctrines of estoppel and/or unclean hands.

15. Zillow Defendants reserve the right to amend and supplement these affirmative defenses.

RELIANCE ON JURY DEMAND

Zillow Defendants rely on Plaintiffs' jury demand.

Respectfully submitted this the 5th day of April, 2017

/s/ Michael W. Ewell
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing document has been served this 5th day of April, 2017, upon all counsel or parties as listed below at interest in this cause by delivering a true and exact copy to the offices of said counsel or parties or by placing a copy in the United States mail addressed to said counsel or parties at his/her office, with sufficient postage to carry it to its destination, or by special overnight courier; if the foregoing document has been electronically filed with the Court, this service has been made only upon counsel or parties to whom the Court does not furnish electronic copies of filings.

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